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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA

HEATHER COOK, as an aggrieved employee pursuant to the Private Attorneys General Act (“PAGA”), on behalf of the State of California and other aggrieved employees,

Plaintiff,

vs.

GOGRIIS CORPORATION, a California corporation; GOGRIIS J424 CORPORATION, a California corporation; GOGRIIS J4366 CORPORATION, a California corporation; GOGRIIS J447 CORPORATION, a California corporation; INDMEX CORPORATION, a California corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No. 23CV411346

PAGA SETTLEMENT AGREEMENT

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1 directors, managers, employees, representatives, partners, investors, administrators, or other person
2 acting on Defendants' behalf), predecessors, successors, joint venturers, and assigns.

3 9. "Service Award" means the amount to be paid to Plaintiff as payment for her service on
4 behalf of the LWDA and Aggrieved Employees, and for a general release of all claims arising out of her
5 employment with Defendants.

6 10. "Settled Claims" means all claims for PAGA civil penalties arising at any time during
7 the Settlement Period and alleged in the pleadings, alleged in the LWDA notice, prosecuted in the
8 Action, as well as claims for PAGA civil penalties arising at any time during the Settlement Period that
9 could have been alleged based on the facts alleged in the pleadings, stated in the LWDA notice, or raised
10 in the Action.

11 11. "Settlement Period" means December 14, 2021 through April 28, 2024.

12 TERMS

13 12. Gross Settlement Amount. In consideration for Plaintiff's promises and representations
14 described in this Settlement Agreement, and subject to all of the conditions of the Settlement being met,
15 Defendants will pay Six Hundred Thousand Dollars (\$600,000) ("Gross Settlement Amount") to settle
16 the Action. The Gross Settlement Amount includes Plaintiff's attorneys' fees, litigation costs and
17 expenses, consideration for Plaintiff's service on behalf of the LWDA and Aggrieved Employees,
18 Settlement Administration Costs, and payments to Aggrieved Employees and the LWDA for their share
19 of the PAGA Penalties Fund. No portion of the Gross Settlement Amount will be retained by, or revert
20 to, Defendants.

21 13. PAGA Penalties Fund. The PAGA Penalties Fund will be paid to Aggrieved Employees
22 and the LWDA in full satisfaction of all claims for PAGA civil penalties under the California Labor
23 Code, Wage Orders, regulations, and/or other provisions of law alleged to have been violated in the
24 Action with respect to Aggrieved Employees. Pursuant to PAGA, Seventy-Five Percent (75%) of the
25 PAGA Penalties Fund will be paid to the LWDA, and the remaining Twenty-Five Percent (25%) will be
26 paid to all Aggrieved Employees according to the following formula:

27 13(a) The Settlement Administrator will calculate: (i) the total number of pay
28 periods worked by each Aggrieved Employee during the Settlement Period,

and (ii) the total number of pay periods worked by all Aggrieved Employees during the Settlement Period.

13(b) To determine each Aggrieved Employee's payment from the PAGA Penalties Fund, the Settlement Administrator will use the following formula:
$$\text{Settlement Payment} = 25\% \text{ of PAGA Penalties Fund} \times [\text{Pay Periods Worked by Individual Aggrieved Employee During the Settlement Period} \div \text{Total Pay Periods Worked by All Aggrieved Employees during the Settlement Period}].$$

13(c) Plaintiff has entered into this Settlement based on Defendants' representation that Aggrieved Employees worked during a combined total of approximately 14,088 pay periods during the Settlement Period. If the number of pay periods during the Settlement Period is greater than 10% of the stated pay periods, or 15,497, during the Settlement Period, then Defendants will have the option to either: (i) proportionally increase the Gross Settlement Amount by the number of pay periods above 10% of the stated pay periods; e.g., $\text{Proportionally Increased Gross Settlement Amount} = \text{Total Number of Pay Periods During the Settlement Period} \div 15,497 \text{ pay periods} \times \$600,000$; or (ii) change the end date of the Settlement Period to the last date on which the total number of pay periods during the Settlement Period was not in excess of 15,497.

14. Attorneys' Fees and Costs. Defendants agree not to oppose or impede any application or motion by Plaintiff's Counsel for Attorneys' Fees and Costs of not more than Two Hundred Thousand Dollars (\$200,000), plus the reimbursement of all out-of-pocket costs and expenses associated with Plaintiff's Counsel's litigation and settlement of the Action (including expert/consultant fees, investigations costs, etc.), not to exceed Twenty Thousand Dollars (\$20,000), both of which will be paid from the Gross Settlement Amount. Any portion of the Attorneys' Fees and Costs not awarded to Plaintiff's Counsel will be added to the PAGA Penalties Fund.

15. Service Award. For a general release of all claims Plaintiff may have against Defendants

1 arising out of her employment, and for her service on behalf of the LWDA and Aggrieved Employees,
2 Defendants agree not to oppose or impede any application or motion by Plaintiff for a service award of
3 up to Ten Thousand Dollars (\$10,000) ("Service Award"). Upon receipt of the Service Award, Plaintiff
4 will be deemed to have fully released and discharged Defendants from any and all claims, demands,
5 obligations, causes of action, rights, or liabilities of any kind which have been or could have been
6 asserted against Defendants arising out of, or relating to, Plaintiff's employment with Defendants or
7 termination thereof, including but not limited to claims for wages, restitution, penalties, retaliation,
8 defamation, discrimination, harassment or wrongful termination of employment. This release specifically
9 includes any and all claims, demands, obligations and/or causes of action for damages, restitution,
10 penalties, interest, and attorneys' fees and costs (except provided by the Settlement) relating to or in any
11 way connected with the matters referred to herein, whether or not known or suspected to exist, and
12 whether or not specifically or particularly described herein. Specifically, Plaintiff will be deemed to have
13 waived all rights and benefits afforded by California Civil Code Section 1542, which provides:

14 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR**
15 **OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR**
16 **HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF**
17 **KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR**
18 **HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

19 16. Plaintiff understands and agrees that this Settlement Agreement shall remain in full force
20 and effect even if the full amount of Service Award sought by Plaintiff is not ultimately awarded by the
21 Court.

22 17. Settlement Administration Costs. The Parties will retain CPT Group, Inc. as the third-
23 party settlement administrator ("Settlement Administrator"). The Settlement Administrator will be
24 responsible for establishing a qualified settlement fund ("QSF") and issuing payments and appropriate
25 tax forms to Aggrieved Employees, the LWDA, Plaintiff, and Plaintiff's Counsel. The Settlement
26 Administration Costs will be paid from the Gross Settlement Amount. Based on the estimate that there
27 are approximately Six Hundred Thirty-One (631) Aggrieved Employees, Settlement Administration
28 Costs are estimated at Seven Thousand Five Hundred Dollars (\$7,500).

1 18. Court Approval of the Settlement and Distribution of Settlement Payments. The Parties
2 will present this Settlement Agreement to the Court and the LWDA. The Parties will request that the
3 Court issue an order and judgment approving and incorporating by reference the terms and conditions of
4 the Settlement Agreement (the “Order and Judgment”).

5 19. List of Aggrieved Employees. Within ninety (90) calendar days after service of the
6 Order and Judgment, Defendants will provide the Settlement Administrator a complete list of all
7 Aggrieved Employees (“Aggrieved Employee List”). The Aggrieved Employee List will be formatted in
8 Microsoft Office Excel and will include each Aggrieved Employee’s full name; most recent mailing
9 address and telephone number; Social Security number; the respective number of pay periods during
10 which each Aggrieved Employee worked during the Settlement Period; and any other relevant
11 information needed to calculate settlement payments.

12 20. Funding of the Settlement. Within ninety (90) calendar days after service of the Order
13 and Judgment, Defendant will deposit the Gross Settlement Amount into the QSF to be established by
14 the Settlement Administrator (“Funding Date”). Within fourteen (14) calendar days of the funding of the
15 Settlement, the Settlement Administrator will issue payments to: (a) Aggrieved Employees; (b) the
16 Labor and Workforce Development Agency; (c) Plaintiff; (d) Plaintiff’s Counsel; and (e) itself. The
17 Settlement Administrator, and not Defendants, will issue the appropriate tax forms for all payments
18 issued under this Settlement.

19 21. Settlement Payments to Aggrieved Employees. The Settlement Administrator will issue
20 each Aggrieved Employee one check for his or her share of the PAGA Penalties Fund along with an
21 explanatory letter, attached as Exhibit A. Prior to mailing, the Settlement Administrator will perform a
22 search based on the National Change of Address Database for information to update and correct for any
23 known or identifiable address changes. Any checks returned as non-deliverable on or before the check
24 cashing deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address
25 affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt
26 to determine the correct address using a skip-trace, or other search using the name, address or Social
27 Security number of the Aggrieved Employee involved, and will then perform a single re-mailing.
28 Checks will remain negotiable for 180 days. Those funds represented by un-cashed checks which remain

1 outstanding 180 days after the mailing of the Settlement checks by the Settlement Administrator will be
2 tendered to Worksafe. All settlement payments to Aggrieved Employees will be treated as miscellaneous
3 income for which a 1099 will be issued.

4 22. Settled Claims. Upon entry of the Funding Date, Plaintiff and all Aggrieved Employees
5 will be forever barred from pursuing against Defendants any and all Settled Claims during the Settlement
6 Period. Aggrieved Employees, other than Plaintiff, will not be deemed to have released any individual
7 wage and hour claims by virtue of this Settlement.

8 23. No Right to Exclusion or Objections by Representative Action Members. Because this
9 settlement resolves claims and actions brought pursuant to PAGA by Plaintiff acting as a proxy and as a
10 Private Attorney General of, and for, the State of California and the LWDA, the Parties agree that no
11 Aggrieved Employee has the right to exclude himself or herself from the Settlement. Aggrieved
12 Employees will be bound by the terms of the Settlement Agreement, upon its approval by the Court,
13 regardless of whether he or she cashes any payment received as a result of this Settlement. The Parties
14 also agree that no Aggrieved Employee has the right to object to the terms of the Settlement Agreement.

15 24. No Credit Toward Benefit Plans. Payments to Aggrieved Employees as referenced
16 herein will not be utilized to calculate any additional benefits under any benefit plans to which any
17 Aggrieved Employee may be eligible, including, but not limited to profit-sharing plans, bonus plans,
18 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit
19 plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights,
20 contributions, or amounts to which any Aggrieved Employee may be entitled under any benefit plans.

21 25. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant
22 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,
23 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of
24 action or right herein released and discharged.

25 26. Nullification of Settlement Agreement. In the event that: (i) the Court does not approve
26 the Settlement as provided herein; or (ii) the Settlement does not become final for any other reason, then
27 this Settlement Agreement, and any documents generated to bring it into effect, will be null and void,
28 and the Parties will be returned to their original respective positions.

1 27. Judgment and Continued Jurisdiction. After entry of the Order and Judgment, the Court
2 will have continuing jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement
3 of the terms of the Settlement, (ii) settlement administration matters, and (iii) such post-Judgment matters
4 as may be appropriate under court rules or as set forth in this Settlement.

5 28. Entire Agreement. This Settlement Agreement constitutes the entirety of the Parties'
6 settlement terms. No other prior or contemporaneous written or oral agreements may be deemed binding
7 on the Parties.

8 29. Amendment or Modification. This Settlement Agreement may be amended or modified
9 only by a written instrument, signed by either the Parties or their successors-in-interest or counsel for all
10 Parties, and approved by the Court.

11 30. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
12 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement
13 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant
14 to this Settlement Agreement to effectuate its terms and to execute any other documents required to
15 effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each
16 other and use their best efforts to affect the implementation of the Settlement. If the Parties are unable to
17 reach agreement on the form or content of any document needed to implement the Settlement, or on any
18 supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties
19 may seek the assistance of the Court to resolve such disagreement.

20 31. Binding on Successors and Assigns. This Settlement Agreement will be binding upon,
21 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

22 32. California Law Governs. All terms of this Settlement Agreement will be governed by
23 and interpreted according to the laws of the State of California.

24 33. Execution and Counterparts. This Settlement Agreement is subject only to the execution
25 of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All
26 executed counterparts and each of them, including electronic signatures (e.g., DocuSign), facsimiles, and
27 scanned copies of the signature pages, will be deemed to be one and the same instrument.

28 34. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this

1 Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at this
2 Settlement after arm's-length negotiations by experienced counsel. The Parties further acknowledge that
3 they are each represented by competent counsel and that they have had an opportunity to consult with
4 their counsel regarding the fairness and reasonableness of this Settlement.

5 35. Waiver of Certain Appeals. The Parties agree to waive appeals; except, however, that
6 Plaintiff may appeal any reduction to the Attorneys' Fees and Costs below the amount they request from
7 the Court, and either party may appeal any court order that materially alters the Settlement's terms.

8 36. Invalidity of Any Provision. Before declaring any provision of this Settlement
9 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent
10 possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement
11 valid and enforceable.

12 37. Captions. The captions and section numbers in this Settlement Agreement are inserted
13 for the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the
14 provisions of this Settlement Agreement.

15 38. Waiver. No waiver of any condition or covenant contained in this Settlement Agreement
16 or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or
17 constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

18 39. Enforcement Action. In the event that one or more of the Parties institutes any legal
19 action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement
20 or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be
21 entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including
22 expert witness fees incurred in connection with any enforcement actions.

23 40. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and
24 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed
25 more strictly against one party merely by virtue of the fact that it may have been prepared by counsel for
26 one of the Parties, it being recognized that, because of the arm's-length negotiations between the Parties,
27 all Parties have contributed to the preparation of this Settlement Agreement.

28 41. Representation By Counsel. The Parties acknowledge that they have been represented

1 by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and
2 that this Settlement Agreement has been executed with the consent and advice of counsel, and reviewed
3 in full.

4 42. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good
5 faith and execute all documents to the extent reasonably necessary to effectuate the terms of this
6 Settlement Agreement.

7 43. Binding Agreement. The Parties warrant that they understand and have full authority to
8 enter into this Settlement, and further intend that this Settlement Agreement will be fully enforceable and
9 binding on all parties, and agree that it will be admissible and subject to disclosure in any proceeding to
10 enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply
11 under federal or state law.

12 44. Denial of Liability. The Parties expressly recognize that the making of this agreement
13 does not in any way constitute an admission or concession of wrongdoing on the part of Defendants.
14 Nothing in this Settlement, nor any action taken in implementation thereof, nor any statements,
15 discussions or communications, nor any materials prepared, exchanged, issued or used during the
16 pendency of the Action, is intended by the Parties to, nor will any of the foregoing constitute, be
17 introduced, be used or be admissible in any way in any other judicial, arbitral, administrative,
18 investigative or other forum or proceeding, as evidence of any violation of any federal, state, or local law,
19 statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity.
20 Notwithstanding the foregoing, this agreement may be used in any proceeding in the Court that has as its
21 purpose the interpretation, implementation, or enforcement of the Settlement or any orders or judgments
22 of the Court entered into in connection therewith.

23 45. The Parties agree that no party shall issue any press release to the news media, or
24 communicate in any way with any news media, concerning the settlement or the litigation.
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IT IS SO STIPULATED.

Dated: 6/14/2024

PLAINTIFF

DocuSigned by:
Heather E. Cook
673F1570F76D403...

Heather Cook

GOGRIIS CORPORATION

Dated:

[Name of Authorized Representative]
[Title of Authorized Representative]

GOGRIIS J424 CORPORATION

Dated:

[Name of Authorized Representative]
[Title of Authorized Representative]

GOGRIIS J4366 CORPORATION

Dated:

[Name of Authorized Representative]
[Title of Authorized Representative]

GOGRIIS J447 CORPORATION

Dated:

[Name of Authorized Representative]
[Title of Authorized Representative]

INDMEX CORPORATION

Dated:

[Name of Authorized Representative]
[Title of Authorized Representative]

1 **IT IS SO STIPULATED.**

2 **PLAINTIFF**

3 Dated: _____

Heather Cook

5 **GOGRIIS CORPORATION**

6 Dated: June 18, 2024

7 
Karan Gogri
President

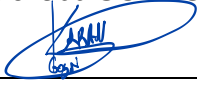
9 **GOGRIIS J424 CORPORATION**

10 Dated: June 18, 2024

11 
Karan Gogri
President

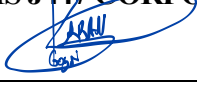
13 **GOGRIIS J4366 CORPORATION**

14 Dated: June 18, 2024

15 
Karan Gogri
President

17 **GOGRIIS J447 CORPORATION**

18 Dated: June 18, 2024

19 
Karan Gogri
President

21 **INDMEX CORPORATION**

22 Dated: June 18, 2024

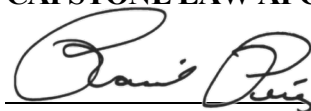
23 
Karan Gogri
President

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APPROVED AS TO FORM

CAPSTONE LAW APC

Dated: 6/14/24



Raul Perez

O'HAGAN MEYER

Dated: June 18, 2024



Carla Vasques dos Santos-Moore

Exhibit A

<<DATE>>

<<FIRST_NAME>> <<LAST_NAME>>

<<ADDRESS 1>>

<<ADDRESS 2>>

**Re: Payment From *Cook v. Gogris Corporation*, No. 23CV411346
(Santa Clara County Superior Court)**

Dear <<FIRST_NAME>> <<LAST_NAME>>:

Enclosed you will find a check made payable to you. This is your payment from the settlement of the lawsuit entitled *Cook v. Gogris Corporation*, No. 23CV411346 (Santa Clara County Superior Court) (the “Action”).

The Action was filed against Defendants Gogris Corporation, Gogris J424 Corporation, Gogris J4366 Corporation, Gogris J447 Corporation, and Indmex Corporation (“Defendants”) pursuant to the California Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 *et seq.* (called “PAGA”). The Action was brought by a former employee of Defendants on behalf of the State of California and all allegedly “aggrieved employees” of Defendants. You have been identified as one of the employees on whose behalf the case was brought.

The Plaintiff in the Action claimed that Defendants owed civil penalties recoverable under PAGA for alleged violations of the California Labor Code and California Wage Orders. Defendants deny that they violated the Labor Code or California Wage Orders. Moreover, in agreeing to this settlement, Defendants do not admit that they are liable in any way for any penalties.

The Court has not ruled on the merits of the Action but it has approved the settlement of PAGA civil penalties, of which 75% will be paid to the California Labor and Workforce Development Agency, and the remaining 25% will be paid to aggrieved employees. Pursuant to the settlement, enclosed is a check for your share of a portion of the civil penalties.

Aggrieved employees, other than Plaintiff, will not be deemed to have released any individual wage and hour claims based on alleged violations of the Labor Code or of a California Wage Order, for which they have a private right of action, by virtue of the Settlement.

You are not a party to this lawsuit, but you and the government will be bound by the settlement in this matter as to civil penalties. If you have any questions, you can contact the settlement administrator (whose contact information is at the top of this letter).

Very Truly Yours,

[Administrator]